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6 Attorneys for Defendants

RICHARD J. SHANLEY;

7 WEAR THE BEST, INC.; STIR CHEF LLC

8  
9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION  
12

13 ARDENTE, INC. a California corporation,

14 Plaintiff,

15 vs.

16 RICHARD J. SHANLEY, an individual; WEAR  
THE BEST, INC., a Connecticut corporation;  
17 STIR CHEF LLC, aka STIRCHEF LLC, a  
dissolved Connecticut limited liability company;  
18 DYNAMIC LIVING, INC., a Connecticut  
corporation; and DOES 1 through 20, inclusive,

19 Defendants.  
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Case No. C07-04479 EMC

**DECLARATION OF RICHARD J.  
SHANLEY IN SUPPORT OF MOTION  
TO DISMISS COMPLAINT**

Date: December 5, 2007

Time: 10:30 a.m.

Place: Courtroom C, 15<sup>th</sup> floor

Judge: Honorable Edward M. Chen

Case Filed: August 29, 2007

1 I, Richard J. Shanley, declare as follows:

2 1. I am the president of defendant Wear the Best, Inc. I am also one of four former  
3 members of defendant Stir Chef, LLC, a dissolved Connecticut limited liability company. I reside  
4 and work in Connecticut, and have done so continuously since 1995. I have never lived or worked  
5 in California. I have personal knowledge of the facts set forth in this Declaration, and, if called to  
6 do so, could and would competently testify thereto.

7 2. Wear the Best is a Connecticut corporation that provides warehouse and order  
8 fulfillment services to other businesses. Since 1995, it has maintained offices and facilities in  
9 Connecticut and nowhere else. It has no facilities, operations or employees in California. Its  
10 clients are located mainly in Connecticut and other Eastern states; it does not provide services to  
11 any California-based clients. It does not market or promote its services in California. Wear the  
12 Best has a website at [www.wtbship.com](http://www.wtbship.com) that describes its business and services, but viewers are  
13 not able to purchase products or services via the Wear the Best website.

14 3. Stir Chef was a Connecticut limited liability company that was formed in January  
15 16, 2003 and dissolved March 15, 2004. The primary purpose for its formation was to make and  
16 sell StirChef Saucepan Stirrers and EZ Stirrers, which are automatic stirrers for use by home  
17 cooks (the "Stirrers"). By written agreement dated February 13, 2003, Stir Chef licensed Patent  
18 No. 6,113,258 from plaintiff Ardente, Inc. I did not negotiate or sign this agreement, but as a  
19 member of Stir Chef, I am familiar with it. A true and correct copy of the Exclusive License  
20 Agreement dated February 13, 2003 ("License Agreement") is attached hereto as Exhibit A.

21 4. In November 2003, after disappointing sales of the Stirrers, Stir Chef terminated  
22 the License Agreement by written notice to Ardente, Inc. In February 2004, Ardente and Stir Chef  
23 entered into a Mutual Release Under License Agreement, which provided for a final lump sum  
24 royalty payment on the remaining inventory and stock of Stirrers, and released all claims arising  
25 under the License Agreement. A true and correct copy of the Mutual Release Under License  
26 Agreement dated February 12, 2004 ("Mutual Release Agreement"), which I signed on behalf of  
27 Stir Chef, is attached hereto as Exhibit B.

